

STRASSBURGER MCKENNA

GUTNICK & POTTER

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

322 BOULEVARD OF THE ALLIES

SUITE 700

PITTSBURGH, PENNSYLVANIA 15222

412-281-5423

FAX # (412) 281-8264

PITTSBURGH, PENNSYLVANIA

GREENSBURG, PENNSYLVANIA

RECORDATION NO. 20483-A

JAN 14 1997 3 45 PM

20483-A

JAN 14 1997 PM

January 8, 1997

DOCUMENTS FOR RECORDATION

VIA UPS OVERNIGHT DELIVERY

Surface Transportation Board
Office of the Secretary
1201 Constitution Avenue NW
Room 2311
Washington, DC 20423

RECEIVED
SURFACE TRANSPORTATION
BOARD

JAN 9 11 07 AM '97

RE: DOCUMENTS FOR RECORDATION

- 1. Equipment Lease Agreement dated December 31, 1996 between Senstar Finance Company, Lessor and Cyprus Cumberland Resources Corporation, Lessee**
- 2. Lease Supplement No. L076100 dated December 31, 1996 to the Equipment Lease Agreement dated December 31, 1996 between Senstar Finance Company, Lessor, and Cyprus Cumberland Resources Corporation, Lessee**

Dear Secretary:

I have enclosed one original and one counterpart of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

The documents are (1) an Equipment Lease Agreement and (2) a Lease Supplement No. L076100, which are primary documents, dated December 31, 1996.

The names and addresses of the parties to the documents are as follows:

Lessor - Senstar Finance Company, One Oxford Centre, 36th Floor,
301 Grant Street, Pittsburgh, PA 15219

Lessee - Cyprus Cumberland Resources Corporation, 145 Elm Street,
Waynesburg, PA 15370

Vendor - Trinity Industries, Inc., 2525 Stemmons Freeway, Dallas, TX
75207

**STRASSBURGER MCKENNA
GUTNICK & POTTER**

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
322 BOULEVARD OF THE ALLIES
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PITTSBURGH, PENNSYLVANIA 15222
412-281-5423
FAX # (412) 281-8264

PITTSBURGH, PENNSYLVANIA

GREENSBURG, PENNSYLVANIA

January 13, 1997

VIA UPS OVERNIGHT DELIVERY

RECORDATION NO. _____ FILED 1425

JAN 14 1997 -3 45 PM

Ms. Janice Fort
Surface Transportation Board
Room 2311 - Document Recording
1201 Constitution Avenue NW
Washington, DC 20423

RECEIVED
SURFACE TRANSPORTATION
BOARD
JAN 14 3 39 PM '97

Re: DOCUMENTS FOR RECORDATION

- 1. Equipment Lease Agreement dated December 31, 1996 between Senstar Finance Company, Lessor and Cyprus Cumberland Resources Corporation, Lessee**
- 2. Lease Supplement No. L076100 dated December 31, 1996 to the Equipment Lease Agreement dated December 31, 1996 between Senstar Finance Company, Lessor, and Cyprus Cumberland Resources Corporation, Lessee**

Dear Ms. Fort:

As a follow up to our January 10, 1997 telephone conversation, enclosed please find our check in the amount of \$44.00 payable to the Surface Transportation Board which is the recording fee for the two documents which were delivered to the Office of the Secretary and subsequently to you for recording pursuant to my January 8, 1997 letter (copy enclosed).

We apologize for inadvertently not enclosing this check in our January 8, 1997 letter. Thank you for prompt assistance in connection with this matter.

Please feel free to call me if I can be of any further assistance or if you need any additional information in connection with the recording of the above-referenced Equipment Lease Agreement and Lease Supplement.

Very truly yours,



Walter D. Enick

WDE/klh
Enclosures

STRASSBURGER MCKENNA GUTNICK & POTTER

Surface Transportation Board
January 8, 1997
Page 2

A description of the equipment covered by the documents are as follows:

Thirty-five (35) 4,130 cubic foot capacity, 177 ton, Aluminum Rapid Discharge Hopper Railroad Cars reporting marks CYMX and numbered 1 through and including 35.

A fee of \$44.00 is enclosed for the recording of these two documents.

Please return the original of each document to Walter D. Enick, Esquire, Strassburger McKenna Gutnick & Potter, 322 Boulevard of the Allies, Suite 700, Pittsburgh, Pennsylvania 15222, counsel to Senstar Finance Company, Lessor.

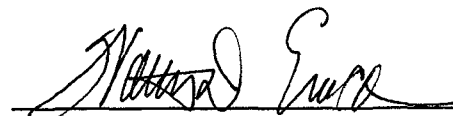
A short summary of the documents to appear in the index follows:

Primary Documents.

An Equipment Lease Agreement and Lease Supplement No. 076100 between Senstar Finance Company, Lessor, One Oxford Centre, 36th Floor, 301 Grant Street, Pittsburgh, Pennsylvania 15219 and Cyprus Cumberland Resources Corporation, 145 Elm Street, Waynesburg, PA 15370, dated December 31, 1996 and covering thirty-five (35) 4,130 cubic foot capacity, 177 ton, Aluminum Rapid Discharge Hopper Railroad Cars reporting marks CYMX and numbered 1 through and including 35.

Please call me collect at (412) 281-5423 if you have any questions with the enclosed documents or if you need any additional information in connection with the recording of the enclosed documents.

Very truly yours,



Walter D. Enick, Esquire
Strassburger McKenna Gutnick & Potter
Counsel to Senstar Finance Company, Lessor

WDE/klh
Enclosures

cc: Keith J. Tucker (w/enclosures)
Susan Chetlin, Esquire (w/enclosures)

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

1/14/97

Walter D. Enick
Strassburger McKenna Gutnick & Potter
322 Boulevard Of The Allies
Ste. 700
Pittsburgh, Pennsylvania 15222

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/14/97 at 3:45PM, and assigned recordation number(s). 20483 and 20483-A.

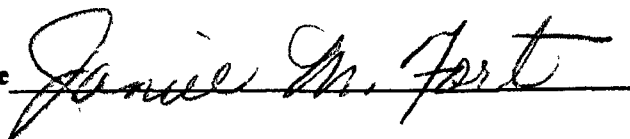
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$^{44.00} The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



Lease Supplement dated December 31, 1996

to

Equipment Lease Agreement

dated December 31, 1996

between

SENSTAR FINANCE COMPANY, LESSOR

and

CYPRUS CUMBERLAND RESOURCES CORPORATION, LESSEE

RECORDED IN 20483-A
JAN 1 - 1997 3:44 PM

1. Description, Depreciation and Purchase Price

Exhibit B attached to this Lease Supplement and incorporated herein by reference sets forth the description of the Equipment subjected to the above Lease by this Lease Supplement, the method of depreciation to be used by Senstar Finance Company ("Lessor") and the purchase price paid by Lessor to acquire the Equipment as of the date hereof ("Lessor's Cost"). All terms defined in the foregoing Lease shall have the same terms herein, unless the context hereof clearly requires otherwise.

Lessor shall calculate depreciation on the Equipment, using the Lessor's Cost thereof, on the basis that the Equipment constitute seven (7) year property under the Internal Revenue Code of 1986, as amended.

2. Term

Interim Term: None

Basic Term: December 31, 1996 to December 30, 2014

Renewal Term: December 31, 2014 to December 30, 2019

3. Rent

Interim Rent: None

Basic Rent: Basic Rent shall be payable in two hundred sixteen (216) monthly installments in arrears commencing on January 30, 1997, and continuing on the earlier of the 30th day or the last

day of each month thereafter through the last such installment due on December 30, 2014.

The first one hundred eight (108) installments of Basic Rent shall each be Thirteen Thousand Nine Hundred Ten and 62/100 (\$13,910.62) Dollars and the remaining one hundred eight (108) installments of the Basic Rent shall each be Seventeen Thousand One and 86/100 (\$17,001.86) Dollars.

Force Majeure Payment: For each payment date during which any force majeure shall have delayed or prevented Lessee from using the Equipment for their intended purposes, Lessee agrees to pay Lessor the amount set forth on Exhibit C attached to this Lease Supplement.

4. **Mileage Charge/Rental Adjustment**

In the event that Lessee does not exercise the Option to Renew (as defined below) and the elects to return the Equipment at the end of the Basic Term, if any item of Equipment shall have traveled in excess of eight hundred ten thousand (810,000) miles during the Basic Term, Lessee will pay Lessor, at the expiration of the Basic Term, as additional rent, an amount for each such Equipment equal to five cents (5¢) per mile for every mile on each Equipment in excess of seven hundred fifty six thousand (756,000) miles.

5. **Casualty/Termination Table**

A Casualty/Termination Table is set forth as Exhibit A to this Lease Schedule and incorporated herein by reference.

6. **Insurance Requirements**

The insurance to be maintained on the Equipment by the Lessee is set forth in Section 4 of the Lease.

7. **Renewal and Purchase Rights**

a. **Renewal Option at end of initial Term.** Provided that no Default or Event of Default shall have occurred and be continuing Lessee shall have the option to renew and extend this Lease for any or all the Equipment (except for those Equipment which suffered an Event of Loss during the Term) for one (1) additional renewal term of sixty (60) months (the "Renewal Term") upon and subject to the terms and conditions herein contained for the Basic Term of this Lease; provided,

however, that the Basic Rent for and during any such Renewal Term shall be Eighteen Thousand Three Hundred Thirty Four and 55/100 (\$18,334.55) Dollars for each month of the Renewal Term and that the Casualty/Termination Value payable for and during any such Renewal Term in respect of any Equipment suffering an Event of Loss during such Renewal Term shall be an amount determined in accordance with a new Casualty/Termination Table to be prepared by Lessor. Lessee shall give Lessor written notice of its election to renew this Lease at least One Hundred Twenty (120) days prior to the end of the Basic Term.

b. Purchase Option at end of initial Term. In addition to the renewal option set forth in 8a above, Lessee shall have the option of purchasing any or all of the Equipment at the end of the Basic Term. Lessee's election to purchase shall be made at least One Hundred Fifty (150) days prior to the end of the Basic Term of this Lease. Notwithstanding Section 17 of the Lease, if Lessee elects to purchase the Equipment, the purchase price thereof shall be equal to the greater of forty percent (40%) of Lessor's Cost or the Fair Market Sales Value of the Equipment on the last day of the Basic Term. Notwithstanding language in the Lease to the contrary, for the purposes of this Section 8b to this Lease Supplement L076100, the Fair Market Sales Value shall be determined by an appraiser selected by Lessee in Lessee's sole discretion. If Lessee elects to purchase the Equipment, payment shall be due and payable at the expiration of the Term.

c. Rights at End of Renewal Term. In the event that Lessee elects to renew this Lease pursuant to 7a above, upon the expiration of such Renewal Term, Lessee shall have the right to (i) purchase any or all of the Equipment still subject to this Lease at their aggregate Fair Market Sales Value as determined by the Lease, or (ii) to return the Equipment to Lessor pursuant to the Lease. Lessee shall notify Lessor at least One Hundred Fifty (150) days prior to the end of the renewal Term of the option selected as set forth above.

d. Transfer of Title. Upon the receipt of payment for the Equipment and all amounts due and owing under the Lease and upon request of Lessee, Lessor shall execute and deliver to Lessee a bill of sale (without representations or warranties except for a warranty that the Equipment are free and clear of all liens by or in favor of any person claiming by, through or under Lessor and containing a disclaimer substantially similar to that set forth in Section 17(c) of the Lease) for the Equipment, all at Lessee's expense.

8. Additional Sections to the Lease.

a. Registration. Lessee shall, throughout the Term, maintain the registration of the Equipment in Lessee's name with the Association of American Railroads ("Association") and maintain the markings on the Equipment required by the

Association. Lessor will, at the expense of Lessee, execute such documents and furnish such information as Lessee may reasonably require to enable Lessee to maintain the registration of the Equipment.

b. Sublease and Assignment. Notwithstanding Section 10 of the Lease, Lessee may sublease (i) the Equipment from time to time to an affiliate or subsidiary, or (ii) the Equipment to an unaffiliated third party with the prior written consent of Lessor, which consent will not be unreasonably withheld (it being understood that written consent in one instance shall apply only in the given instance and shall not constitute a waiver of any of the terms of this Lease); provided that, Lessee shall remain primarily liable hereunder. Except as set forth above, Lessee shall not be permitted to assign, transfer, sublease or sell this Lease or any Equipment under this Lease and any attempt to do so will be void and without any force or effect. If Lessee subleases or assigns (as permitted herein) the Equipment, Lessee agrees that the sublease or assignment documents will contain a prohibition on use of the Equipment to store or transport hazardous substances or materials and corrosive substances and materials which is no less stringent than the provisions of the Lease.

c. Records. Lessee will maintain, or cause to be maintained, all records, surveys, inspections, logs, and other materials required by any governmental authority or private association having jurisdiction to be maintained for the Equipment, regardless of whether such requirements shall, by their terms, be nominally imposed on Lessor, Lessee, or their respective successors and assigns.

d. Permits. Lessee, at its own expense, will procure or cause to be procured and pay or cause to be paid all permits, franchises, inspections and licenses necessary or appropriate in connection with the Equipment, the use or operation thereof or any repair, restoration, replacement, renewal, addition or improvement with respect thereto. Lessor hereby agrees to cooperate with Lessee in obtaining any of the foregoing, all at Lessee's sole cost and expense.

e. Sale by Lessor. Lessor shall have the right to sell, transfer or assign this Lease to an investor for securitization. So long as Lessor is not in default under any securitization, Lessee shall continue to deal directly with Lessor under this Lease Supplement.

f. Hazardous Materials Regulations. Lessee shall not use or permit any Equipment to be used for the transportation or storage of any hazardous (as determined by Title 49 of the Code of Federal Regulations, "Hazardous Materials Regulation") substances or materials or corrosive substances or materials.

g. Use in United States. The Equipment may not be used outside of the United States.

9. Return of Equipment. For the purposes of this Section, the references to 500 miles in Section 14 of the Lease shall be changed to be 750 miles. Upon the Termination of the Lease or in connection with the exercise of remedies pursuant to the Lease, Lessee shall redeliver all of the Equipment still subject to this Lease (i) free and clear of all liens not created by or through Lessor (ii) the Equipment shall have on the date of delivery any and all current certificates issued by governmental agencies with jurisdiction over the Equipment required to be issued annually or otherwise with respect to the Equipment and (iii) in the condition specified in Section 10 below. At the time and place of delivery of the Equipment under this Lease Supplement, Lessee shall also deliver to Lessor all plans, specifications, operating manuals, records of use and/or maintenance and other warranties and documents in its possession which were furnished by the builder of the Equipment or any supplier of equipment on the Equipment or otherwise maintained by Lessee.

10. Condition of Equipment Upon Return. At the end of the Term or any renewal thereof or in connection with the exercise of remedies pursuant to the Lease, Lessee shall (in addition to complying with Section 9 above) redeliver the Equipment to Lessor in compliance with the maintenance provisions of this Lease, able to safely continue to perform all of their normal functions without overhaul or repair, including but not limited to:

a. Cleaned prior to the Lease expiration date, free of metal corrosion or rust which requires metal replacement, structurally sound and capable of being immediately operated by a third party purchaser or third party Lessee without further inspection, repair, replacement, alterations or improvements (excluding third party peculiar requirements for compatibility with third party products, operating practices, equipment or facilities); and

b. In such condition that the Equipment will meet all the rules and regulations of any federal, state or local regulatory agency having jurisdiction over the use, and maintenance of the Equipment; and

c. All broken or missing parts will have been replaced or rebuilt and all worn parts will be replaced, rebuilt or rotated on a timely schedule as required by the Interchange Rules of the Association or the rules of the Federal Railroad Administration or similar successor rules; and

- d. Any modifications, alterations or changes which may have been made with respect to the Equipment or components thereof must not decrease the marketability or value of the Equipment; and
- e. The Equipment's hatches and roofs shall be complete and operational; and
- f. The Equipment's doors and rapid discharge air operated door mechanisms shall be complete and operational; and
- g. The Equipment shall be operational and suitable for the then applicable FRA, DOT and AAR interchange requirements; and
- h. The Equipment, if idled, shall have been "moth-balled" in a manner consistent with the best industry practice and any applicable manufacturers' specifications and recommendations; and
- i. All advertising, decals or insignia, road marks, customer numbers (not including serial numbers or other manufacturers' identification numbers) and other customer identification, shall be removed from the Equipment by Lessee in a good and workmanlike manner without damage to the Equipment at Lessee's expense; and
- j. All graffiti shall be painted over at Lessee's expense.

11. Access to the Equipment. With the prior consent of Lessee, which consent shall not be unreasonably withheld or delayed, Lessee shall during the last six (6) months of the Term, permit access to the Equipment to Lessor and to persons designated by Lessor, during normal business hours, in connection with any prospective sale or prospective releasing of the Equipment by Lessor, and shall permit the inspection of the Equipment by Lessor and such persons; provided, however, that the exercise of such rights shall in no way unreasonably interfere with the use of the Equipment by Lessee and shall be at Lessor's risk and expense.

12. No Waiver. Nothing in this Lease Supplement shall relieve Lessee of any obligation under any other provision of the Lease, including but not limited to this Lease Supplement; or constitute a waiver by Lessor of any Event of Default under the Lease or in any way be construed to permit Lessee to maintain the Equipment in such a manner that their condition upon delivery pursuant to this Lease Supplement is such that they cannot be brought into compliance with the condition and classification required under this Lease Supplement.

13. Storage of Equipment. Upon written request by Lessor, the Lessee shall provide free storage of the Equipment for a period not to exceed Sixty (60) days


after expiration of the Term or any renewal. During and until the expiration of any storage period, Lessee shall at all times comply with and be obligated to the terms and conditions of the Lease (including, but not limited to, the obligation to maintain insurance on the Equipment as set forth in the Lease), except the obligation to pay Basic Rent as set forth in the Lease.

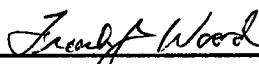
14. Inspection of Equipment. Lessor, at its option, at any time prior to accepting the return of the Equipment, may direct Lessee to provide, at Lessor's cost, written evidence from an inspection agent to be specified by Lessor, that said agent has inspected the Equipment and is of the opinion that the Equipment are in the condition specified herein. If any one or more of the Equipment are returned in a condition other than as herein specified, Lessee, in its sole discretion, shall immediately advance payment for all repairs and other costs needed to place the Equipment in the required condition or Lessee shall repair the Equipment.

APPROVED AND AGREED as of this 31st day of December, 1996, as a Lease Supplement to and forming a part of the above-described Equipment Lease.

ATTEST:

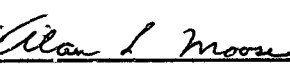
CYPRUS CUMBERLAND
RESOURCES CORPORATION
Lessee


By 
Title ASSISTANT SECRETARY
[Corp. Seal]

By  812
Name FRANK J. WOOD
Title VICE PRESIDENT AND CONTROLLER

ATTEST:

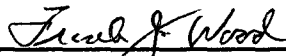
SENSTAR FINANCE COMPANY
Lessor

By 
Title Assistant Secretary
[Corp. Seal]

By 
Name Keith J. Tucker
Title Vice President

CORPORATE ACKNOWLEDGMENT OF THE
LEASE SUPPLEMENT
AS REQUIRED BY 49 CFR §1177.3

I, FRANK J. WOOD, certify that I am the VICE PRESIDENT AND CONTROLLER of Cyprus Cumberland Resources Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, that the instrument was signed and sealed on behalf of the Corporation in accordance with its Delegation of Authority guidelines, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Corporation. I further declare and verify under penalty of perjury that the foregoing is true and correct. Executed on this 31st day of December, 1996.

By:  see
Name: FRANK J. WOOD
Title: VICE PRESIDENT AND CONTROLLER

I, Keith J. Tucker, certify that I am the Vice President of Senstar Finance Company, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, that the instrument was signed and sealed on behalf of the Corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Corporation. I further declare and verify under penalty of perjury that the foregoing is true and correct. Executed on this 31st day of December, 1996.

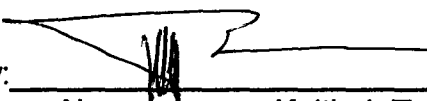
By: 
Name: Keith J. Tucker
Title: Vice President

EXHIBIT A
CASUALTY/TERMINATION TABLE

<u>PAYMENT</u>	<u>DATE</u>	<u>AMOUNT (%)</u>	<u>PAYMENT</u>	<u>DATE</u>	<u>AMOUNT (%)</u>
01	01/30/97	102.28402	55	07/30/01	102.15590
02	02/28/97	102.39937	56	08/30/01	102.06975
03	03/30/97	102.50620	57	09/30/01	101.98178
04	04/30/97	102.60239	58	10/30/01	101.89045
05	05/30/97	102.69728	59	11/30/01	101.79682
06	06/30/97	102.79086	60	12/30/01	101.70133
07	07/30/97	102.87850	61	01/30/02	101.60244
08	08/30/97	102.95818	62	02/28/02	101.50122
09	09/30/97	103.03184	63	03/30/02	101.39807
10	10/30/97	103.09748	64	04/30/02	101.29151
11	11/30/97	103.16165	65	05/30/02	101.18257
12	12/30/97	103.21970	66	06/30/02	101.07123
13	01/30/98	103.26967	67	07/30/02	100.95791
14	02/28/98	103.31808	68	08/30/02	100.84113
15	03/30/98	103.36027	69	09/30/02	100.72233
16	04/30/98	103.39431	70	10/30/02	100.60005
17	05/30/98	103.42671	71	11/30/02	100.47530
18	06/30/98	103.45746	72	12/30/02	100.34848
19	07/30/98	103.48426	73	01/30/03	100.21815
20	08/30/98	103.50523	74	02/28/03	100.08531
21	09/30/98	103.52218	75	03/30/03	99.95034
22	10/30/98	103.53326	76	04/30/03	99.81183
23	11/30/98	103.54259	77	05/30/03	99.67077
24	12/30/98	103.54781	78	06/30/03	99.52715
25	01/30/99	103.54713	79	07/30/03	99.38285
26	02/28/99	103.54462	80	08/30/03	99.23649
27	03/30/99	103.53793	81	09/30/03	99.08942
28	04/30/99	103.52529	82	10/30/03	98.94029
29	05/30/99	103.51076	83	11/30/03	98.78855
30	06/30/99	103.49434	84	12/30/03	98.63608
31	07/30/99	103.47534	85	01/30/04	98.48151
32	08/30/99	103.45205	86	02/29/04	98.32431
33	09/30/99	103.42613	87	03/30/04	98.16634
34	10/30/99	103.39589	88	04/30/04	98.00625
35	11/30/99	103.36367	89	05/30/04	97.84350
36	12/30/99	103.32878	90	06/30/04	97.67807
37	01/30/00	103.28952	91	07/30/04	97.51334
38	02/29/00	103.24823	92	08/30/04	97.34798
39	03/30/00	103.20421	93	09/30/04	97.18332
40	04/30/00	103.15578	94	10/30/04	97.01804
41	05/30/00	103.10529	95	11/30/04	96.85007
42	06/30/00	103.05271	96	12/30/04	96.68277
43	07/30/00	102.99853	97	01/30/05	96.51485
44	08/30/00	102.94113	98	02/28/05	96.34421
45	09/30/00	102.88210	99	03/30/05	96.17424
46	10/30/00	102.81982	100	04/30/05	96.00363
47	11/30/00	102.75540	101	05/30/05	95.83029
48	12/30/00	102.68931	102	06/30/05	95.65423
49	01/30/01	102.61994	103	07/30/05	95.47894
50	02/28/01	102.54839	104	08/30/05	95.30314
51	03/30/01	102.47512	105	09/30/05	95.12812
52	04/30/01	102.39854	106	10/30/05	94.95259
53	05/30/01	102.31975	107	11/30/05	94.77431
54	06/30/01	102.23872	108	12/30/05	94.59680

EXHIBIT A
CASUALTY/TERMINATION TABLE
(Continued)

<u>PAYMENT</u>	<u>DATE</u>	<u>AMOUNT (%)</u>	<u>PAYMENT</u>	<u>DATE</u>	<u>AMOUNT (%)</u>
109	01/30/06	94.41876	163	07/30/10	73.82746
110	02/28/06	94.08846	164	08/30/10	73.38743
111	03/30/06	93.75770	165	09/30/10	72.94668
112	04/30/06	93.42522	166	10/30/10	72.50422
113	05/30/06	93.08876	167	11/30/10	72.05719
114	06/30/06	92.74830	168	12/30/10	71.60940
115	07/30/06	92.40777	169	01/30/11	71.15987
116	08/30/06	92.06594	170	02/28/11	70.70574
117	09/30/06	91.72402	171	03/30/11	70.25080
118	10/30/06	91.38079	172	04/30/11	69.79409
119	11/30/06	91.03353	173	05/30/11	69.33275
120	12/30/06	90.68615	174	06/30/11	68.86674
121	01/30/07	90.33744	175	07/30/11	68.39984
122	02/28/07	89.98466	176	08/30/11	67.93113
123	03/30/07	89.63173	177	09/30/11	67.46151
124	04/30/07	89.27744	178	10/30/11	66.99006
125	05/30/07	88.91906	179	11/30/11	66.51389
126	06/30/07	88.55657	180	12/30/11	66.03677
127	07/30/07	88.19386	181	01/30/12	65.55779
128	08/30/07	87.82975	182	02/29/12	65.07406
129	09/30/07	87.46543	183	03/30/12	64.58931
130	10/30/07	87.09969	184	04/30/12	64.10268
131	11/30/07	86.72980	185	05/30/12	63.61126
132	12/30/07	86.35965	186	06/30/12	63.11502
133	01/30/08	85.98807	187	07/30/12	62.61769
134	02/29/08	85.61231	188	08/30/12	62.11842
135	03/30/08	85.23624	189	09/30/12	61.61803
136	04/30/08	84.85873	190	10/30/12	61.11570
137	05/30/08	84.47700	191	11/30/12	60.60849
138	06/30/08	84.09103	192	12/30/12	60.10012
139	07/30/08	83.70469	193	01/30/13	59.58977
140	08/30/08	83.31686	194	02/28/13	59.07450
141	09/30/08	82.92865	195	03/30/13	58.55800
142	10/30/08	82.53894	196	04/30/13	58.03950
143	11/30/08	82.14494	197	05/30/13	57.51604
144	12/30/08	81.75053	198	06/30/13	56.98759
145	01/30/09	81.35460	199	07/30/13	56.45783
146	02/28/09	80.95435	200	08/30/13	55.92600
147	03/30/09	80.55363	201	09/30/13	55.39285
148	04/30/09	80.15137	202	10/30/13	54.85762
149	05/30/09	79.74476	203	11/30/13	54.31734
150	06/30/09	79.33378	204	12/30/13	53.77568
151	07/30/09	78.92227	205	01/30/14	53.23190
152	08/30/09	78.50917	206	02/28/14	52.68303
153	09/30/09	78.09552	207	03/30/14	52.13272
154	10/30/09	77.68026	208	04/30/14	51.58026
155	11/30/09	77.26060	209	05/30/14	51.02266
156	12/30/09	76.84034	210	06/30/14	50.45989
157	01/30/10	76.41845	211	07/30/14	49.91006
158	02/28/10	75.99212	212	08/30/14	49.37258
159	03/30/10	75.56515	213	09/30/14	48.84820
160	04/30/10	75.13652	214	10/30/14	48.33627
161	05/30/10	74.70341	215	11/30/14	47.81942
162	06/30/10	74.26579	216	12/30/14	47.31580

CASUALTY/TERMINATION VALUES INCLUDE THE RENT DUE FOR THE PAYMENT NUMBER LISTED. AMOUNTS ARE EXPRESSED AS A PERCENT OF LESSOR'S PURCHASE PRICE OF THE EQUIPMENT. LESSEE IS ALSO LIABLE FOR ANY ACCRUED AND UNPAID INTERIM RENT.

EXHIBIT B

Thirty-five (35), 4,130 cubic foot, 177 ton, Aluminum Rapid Discharge Hopper Railcars, reporting marks CYMX and running numbers 1 through and including 35. Together with any and all additions, attachments, accessions and substitutions thereto and therefore. Insurance proceeds as set forth in the Lease are claimed. Note: This financing statement is filed for notification purposes only.

The method of depreciation to be used by Senstar is seven (7) years MACRS using the half-year convention.

The purchase price paid by Lessor to acquire the Equipment is \$2,084,075 (\$59,545 per Railcar).

In event Lessee shall declare a force majeure in accordance with Paragraph 3 of the Lease, then on or before each rent payment due date Lessee shall pay the amount listed below in lieu of the regularly scheduled rent payment due on such date, provided, however, that in event that consecutive rent payments are being deferred the amount due will not change. For example, if Lessee were to declare force majeure for the hypothetical months of May, June and July 199X, via singular or multiple notice, the amount due for May, will be the same amount due for June and July

<u>PAYMENT NO</u>	<u>PAYMENT DATE</u>	<u>AMOUNT</u>	<u>PAYMENT NO</u>	<u>PAYMENT DATE</u>	<u>AMOUNT</u>
1	01/30/97	\$9,425	49	01/30/01	\$8,324
2	02/28/97	\$9,405	50	02/28/01	\$8,299
3	03/30/97	\$9,384	51	03/30/01	\$8,273
4	04/30/97	\$9,363	52	04/30/01	\$8,247
5	05/30/97	\$9,342	53	05/30/01	\$8,221
6	06/30/97	\$9,321	54	06/30/01	\$8,195
7	07/30/97	\$9,300	55	07/30/01	\$8,169
8	08/30/97	\$9,279	56	08/30/01	\$8,143
9	09/30/97	\$9,258	57	09/30/01	\$8,117
10	10/30/97	\$9,237	58	10/30/01	\$8,090
11	11/30/97	\$9,215	59	11/30/01	\$8,064
12	12/30/97	\$9,194	60	12/30/01	\$8,037
13	01/30/98	\$9,172	61	01/30/02	\$8,010
14	02/28/98	\$9,150	62	02/28/02	\$7,983
15	03/30/98	\$9,128	63	03/30/02	\$7,956
16	04/30/98	\$9,106	64	04/30/02	\$7,929
17	05/30/98	\$9,084	65	05/30/02	\$7,901
18	06/30/98	\$9,062	66	06/30/02	\$7,874
19	07/30/98	\$9,040	67	07/30/02	\$7,846
20	08/30/98	\$9,018	68	08/30/02	\$7,819
21	09/30/98	\$8,995	69	09/30/02	\$7,791
22	10/30/98	\$8,973	70	10/30/02	\$7,763
23	11/30/98	\$8,950	71	11/30/02	\$7,735
24	12/30/98	\$8,927	72	12/30/02	\$7,707
25	01/30/99	\$8,904	73	01/30/03	\$7,678
26	02/28/99	\$8,881	74	02/28/03	\$7,650
27	03/30/99	\$8,858	75	03/30/03	\$7,621
28	04/30/99	\$8,835	76	04/30/03	\$7,593
29	05/30/99	\$8,812	77	05/30/03	\$7,564
30	06/30/99	\$8,789	78	06/30/03	\$7,535
31	07/30/99	\$8,765	79	07/30/03	\$7,506
32	08/30/99	\$8,742	80	08/30/03	\$7,477
33	09/30/99	\$8,718	81	09/30/03	\$7,447
34	10/30/99	\$8,694	82	10/30/03	\$7,418
35	11/30/99	\$8,670	83	11/30/03	\$7,388
36	12/30/99	\$8,646	84	12/30/03	\$7,358
37	01/30/00	\$8,622	85	01/30/04	\$7,328
38	02/29/00	\$8,598	86	02/29/04	\$7,298
39	03/30/00	\$8,574	87	03/30/04	\$7,268
40	04/30/00	\$8,549	88	04/30/04	\$7,238
41	05/30/00	\$8,525	89	05/30/04	\$7,208
42	06/30/00	\$8,500	90	06/30/04	\$7,177
43	07/30/00	\$8,475	91	07/30/04	\$7,146
44	08/30/00	\$8,450	92	08/30/04	\$7,115
45	09/30/00	\$8,425	93	09/30/04	\$7,084
46	10/30/00	\$8,400	94	10/30/04	\$7,053
47	11/30/00	\$8,375	95	11/30/04	\$7,022
48	12/30/00	\$8,350	96	12/30/04	\$6,991

EXHIBIT C
(Continued)

<u>PAYMENT NO</u>	<u>PAYMENT DATE</u>	<u>AMOUNT</u>	<u>PAYMENT NO.</u>	<u>PAYMENT DATE</u>	<u>AMOUNT</u>
97	01/30/05	\$6,959	158	02/28/10	\$3,978
98	02/28/05	\$6,928	159	03/30/10	\$3,919
99	03/30/05	\$6,896	160	04/30/10	\$3,860
100	04/30/05	\$6,864	161	05/30/10	\$3,800
101	05/30/05	\$6,832	162	06/30/10	\$3,740
102	06/30/05	\$6,799	163	07/30/10	\$3,680
103	07/30/05	\$6,767	164	08/30/10	\$3,620
104	08/30/05	\$6,734	165	09/30/10	\$3,559
105	09/30/05	\$6,702	166	10/30/10	\$3,498
106	10/30/05	\$6,669	167	11/30/10	\$3,437
107	11/30/05	\$6,636	168	12/30/10	\$3,375
108	12/30/05	\$6,603	169	01/30/11	\$3,314
109	01/30/06	\$6,570	170	02/28/11	\$3,252
110	02/28/06	\$6,522	171	03/30/11	\$3,189
111	03/30/06	\$6,475	172	04/30/11	\$3,127
112	04/30/06	\$6,427	173	05/30/11	\$3,064
113	05/30/06	\$6,379	174	06/30/11	\$3,001
114	06/30/06	\$6,330	175	07/30/11	\$2,937
115	07/30/06	\$6,282	176	08/30/11	\$2,874
116	08/30/06	\$6,233	177	09/30/11	\$2,810
117	09/30/06	\$6,184	178	10/30/11	\$2,745
118	10/30/06	\$6,135	179	11/30/11	\$2,681
119	11/30/06	\$6,086	180	12/30/11	\$2,616
120	12/30/06	\$6,036	181	01/30/12	\$2,551
121	01/30/07	\$5,986	182	02/29/12	\$2,485
122	02/28/07	\$5,936	183	03/30/12	\$2,420
123	03/30/07	\$5,886	184	04/30/12	\$2,354
124	04/30/07	\$5,836	185	05/30/12	\$2,287
125	05/30/07	\$5,785	186	06/30/12	\$2,221
126	06/30/07	\$5,734	187	07/30/12	\$2,154
127	07/30/07	\$5,683	188	08/30/12	\$2,086
128	08/30/07	\$5,631	189	09/30/12	\$2,019
129	09/30/07	\$5,580	190	10/30/12	\$1,951
130	10/30/07	\$5,528	191	11/30/12	\$1,883
131	11/30/07	\$5,476	192	12/30/12	\$1,815
132	12/30/07	\$5,424	193	01/30/13	\$1,746
133	01/30/08	\$5,371	194	02/28/13	\$1,677
134	02/29/08	\$5,318	195	03/30/13	\$1,607
135	03/30/08	\$5,265	196	04/30/13	\$1,538
136	04/30/08	\$5,212	197	05/30/13	\$1,468
137	05/30/08	\$5,159	198	06/30/13	\$1,397
138	06/30/08	\$5,105	199	07/30/13	\$1,327
139	07/30/08	\$5,051	200	08/30/13	\$1,256
140	08/30/08	\$4,997	201	09/30/13	\$1,185
141	09/30/08	\$4,942	202	10/30/13	\$1,113
142	10/30/08	\$4,887	203	11/30/13	\$1,041
143	11/30/08	\$4,832	204	12/30/13	\$969
144	12/30/08	\$4,777	205	01/30/14	\$896
145	01/30/09	\$4,722	206	02/28/14	\$823
146	02/28/09	\$4,666	207	03/30/14	\$750
147	03/30/09	\$4,610	208	04/30/14	\$677
148	04/30/09	\$4,554	209	05/30/14	\$603
149	05/30/09	\$4,497	210	06/30/14	\$529
150	06/30/09	\$4,441	211	07/30/14	\$454
151	07/30/09	\$4,384	212	08/30/14	\$379
152	08/30/09	\$4,327	213	09/30/14	\$304
153	09/30/09	\$4,269	214	10/30/14	\$229
154	10/30/09	\$4,211	215	11/30/14	\$153
155	11/30/09	\$4,153	216	12/30/14	\$77
156	12/30/09	\$4,095			
157	01/30/10	\$4,037			